

LEASE

14758

Date. THIS AGREEMENT, made and entered into this 19th day of May 1933
Parties. by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY
a corporation of the State of Oregon (hereinafter called "Lessor"), party of the
first part, and THE CITY OF PORTLAND, acting by and through its
Commission of Public Docks,
(hereinafter called "Lessee"), party of the second part, WITNESSETH:
Section 1. The Lessor, for and in consideration of the covenants and payments hereinafter mentioned, to be
performed and made by the Lessee, hereby agrees to lease and let and does hereby lease and let unto the Lessee for
Term. a term beginning on the 1st day of May 1933 and extending to the
31st day of December 1933, unless sooner terminated as herein provided,
Location. the following described portion of the premises of the Lessor at Portland (St. Johns)
Multnomah County, Oregon, to wit:

Description. Beginning at a point in the westerly right of way line
of the Lessor opposite, measured at right angles to, Engineer's
Station 325 plus 00, St. Johns Branch, thence northerly along
said westerly line 500 feet to a point; thence easterly at
right angles 10 feet to a point; thence southerly and parallel
to said westerly line 356 feet, more or less to a point; thence
easterly at right angles 36 feet to a point; thence southerly
at right angles 19 feet to a point; thence westerly at right
angles 36 feet to a point; thence southerly at right angles
125 feet to a point and thence westerly at right angles 10
feet to the point of beginning; - - - -

Plat. (the premises so leased being shown in red outline
on the plat hereto attached, and made a part hereof).

Rental. Section 2. The Lessee agrees to pay to the Lessor for the use of said premises, rental at the rate of
Ten and No/100 - - - - - Dollars (\$ 10.00 - - -) per
annum, payable annually in advance, and also to pay as further rental, before the same shall become
delinquent, all taxes and assessments levied and assessed during the continuance of this lease upon any buildings or
improvements placed upon the leased premises. Acceptance of said rental in advance by the Lessor shall not act as
a waiver of its right to terminate this lease as hereinafter provided.

Use of Leased Premises.

The Lessee covenants that the leased premises shall not be used for any other purpose than ~~the~~ site for scale track lead and a frame shelter shed

Abandonment.

and agrees that if the Lessee abandons the leased premises, the Lessor may enter upon and take possession of the same, and that a non-user for the purpose mentioned, continuing for thirty days shall be sufficient and conclusive evidence of such abandonment.

Lessee Not to Sublet or Assign.

The Lessee agrees not to let or sublet the leased premises, in whole or in part, or to assign this lease without the consent in writing of the Lessor, and it is agreed that any transfer or assignment of this lease, whether voluntary or involuntary, without such consent in writing, shall be absolutely void and shall terminate this lease.

Use for Unlawful Purposes Prohibited.

It is hereby especially covenanted and agreed that gambling, lewd and immoral conduct upon the leased premises, and the use thereof for any unlawful purpose whatsoever, are, under the terms of this lease, expressly prohibited, and that no loose, rude or immoral characters shall be harbored or sheltered thereon, or permitted to loiter upon, or frequent the leased premises, or any part thereof; and in the event any part of the leased premises are used in any unlawful manner, or in any manner or for any of the purposes herein prohibited or proscribed, and a fine, judgment, lien, penalty or forfeiture accrues therefrom to the damage or injury of the Lessor, or to the leased premises, or any part thereof, then and in that event, the Lessee shall hold harmless the Lessor and the leased premises from any and all such liens, fines, damages, penalties, forfeitures or judgments; it being the intent hereof that the Lessee shall, at all times, protect the Lessor and the leased premises from all injury, damage or loss by reason of the occupation of the leased premises by the Lessee, or from any cause whatsoever growing out of said Lessee's use thereof.

Care of Premises and Improvements.

Section 3. The Lessee hereby covenants and agrees that any and all buildings erected upon the leased premises shall be painted by the Lessee a color satisfactory to the Lessor, and shall at all times be kept in good repair; that the roof of each such building shall be of fire-proof material; that when such buildings are without solid foundation the openings between the ground and the floor thereof shall be covered with fire-proof material; that the leased premises shall during the continuance of this lease be kept by the Lessee in a neat and tidy condition and free from all straw, rubbish, or other material which would tend to increase the risk of fire, or give the station grounds an untidy appearance; that none of the buildings or other structures erected on said premises shall be used for displaying circus posters or any signs or advertisements other than such notices and signs as may be connected with the business of the Lessee, and that such signs and notices shall be neatly written or printed and shall be properly maintained.

Clearances.

No building, platform or other structure shall be erected or maintained and no material or obstruction of any kind or character shall be placed, piled, stored, stacked or maintained closer than eight (8) feet six (6) inches to the center line of the nearest track of the Lessor; PROVIDED, however, that in the case of platforms not higher than four (4) feet above the top of the rail a minimum clearance of seven (7) feet three (3) inches from the center line of the nearest track of the Lessor will be permitted; and PROVIDED further that along and adjacent to all tracks having a curvature greater than ten (10) degrees the clearances hereinbefore provided shall, with reference to platforms four (4) feet or less in height, be increased horizontally six (6) inches, and with reference to all buildings, platforms, structures and other obstructions greater than four (4) feet in height, shall be increased horizontally one (1) foot. All doors, windows or gates shall be of the sliding type or shall open toward the inside of the building or enclosure when such building or enclosure is so located that the said doors, windows or gates when opened would swing closer than eight (8) feet six (6) inches to the center line of the nearest track of the Lessor.

Explosives and Inflammables.

It is further agreed that no gunpowder, gasoline, dynamite, or other explosives or inflammable material shall be stored or kept upon the leased premises. Nothing herein contained, however, shall prevent the storage of oil or gasoline upon the leased premises when the purpose for which the same are to be used, as indicated by the second paragraph of Section 2 hereof, contemplates such storage; nor the storage of oil or gasoline where same are used by the Lessee for fuel in the business carried on by the Lessee on the leased premises, and are stored in quantities reasonable for such purpose; PROVIDED, however, that in all of said excepted cases, the Lessee shall strictly comply with all statutory and municipal regulations relating to the storage of such commodities.

No Constructions by Lessee of any beams, pipes, wires, structures or other obstruction over or under any tracks of the Lessor without the consent Over or Under of the Lessor.

The Lessee shall not locate or permit the location or erection of any poles upon the property of the Lessor, nor

Liability of Lessee for Breach.

The Lessee shall be liable for any and all injury or damage to persons or property, of whatsoever nature or kind, arising out of or contributed to by any breach in whole or in part of any covenant of this agreement.

No Other Railroad to Use Tracks.

Section 4. No railroad company other than the Lessor shall be allowed to use any track owned or built by the Lessor now or hereafter upon or extending to any part of the leased premises, without the permission in writing of the Lessor.

Fire Damage Release.

Section 5. It is understood by the parties hereto that the leased premises are in dangerous proximity to the tracks of the Lessor, and that by reason thereof there will be constant danger of injury and damage by fire, and the Lessee accepts this lease subject to such danger.

It is therefore agreed, as one of the material considerations for this lease and without which the same would not be granted by the Lessor, that the Lessee assumes all risk of loss, damage or destruction of or to buildings or contents on the leased premises, and of or to other property brought thereon by the Lessee or by any other person with the knowledge or consent of the Lessee, and of or to property in proximity to the leased premises when connected with or incidental to the occupation thereof, and any incidental loss or injury to the business of the Lessee, where such loss, damage, destruction or injury is occasioned by fire caused by, or resulting from, the operation of the railroad of the Lessor, whether such fire be the result of defective engines, or of negligence on the part of the Lessor or of negligence or misconduct on the part of any officer, servant or employe of the Lessor, or otherwise, and the Lessee hereby agrees to indemnify and hold harmless the Lessor from and against all liability, causes of action, claims, or demands which any person may hereafter assert, have, claim or claim to have, arising out of or by reason of any such loss, damage, destruction or injury, including any claim, cause of action or demand which any insurer of such buildings or other property may at any time assert, or undertake to assert, against the Lessor.

**Water
Damage
Release.**

Section 6. The Lessee hereby releases the Lessor from all liability for damage by water to the leased premises or to property thereon belonging to or in the custody or control of the Lessee, including buildings and contents, regardless of whether such damage be caused or contributed to by the position, location, construction or condition of the railroad, roadbed, tracks, bridges, dikes, ditches or other structures of the Lessor.

**Termination
on Default.**

Section 7. It is further agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Lessee, shall at once work a termination of this lease, and all rights of the Lessee hereunder; that no notice of such termination or declaration of forfeiture shall be required, and the Lessor may at once re-enter upon the leased premises and repossess itself thereof and remove all persons therefrom or may resort to an action of forcible entry and detainer, or any other action to recover the same.

**Termination
by Notice.**

Section 8. Anything herein to the contrary notwithstanding, it is further agreed that this lease is made upon the condition that the Lessor may, at its option, determine and end the term hereby created, by giving to the Lessee thirty (30) days' notice in writing to vacate and surrender the leased premises. Said notice may be given by serving the Lessee personally or by posting a copy thereof on the outside of any door in any building upon the leased premises.

**Vacation of
Premises.**

Section 9. The Lessee covenants and agrees to vacate and surrender the quiet and peaceable possession of the leased premises at the expiration of the term hereof or at any time prior thereto after the Lessor shall have given to the Lessee the notice provided for in Section 8 hereof. Within thirty (30) days after the termination of this lease, howsoever, the Lessee shall remove from the premises all structures and other property not belonging to the Lessor, and shall restore the surface of the ground to as good condition as the same was in before such structures were erected, all at the expense of the Lessee. In case of the Lessee's failure so to do, all such structures and other property shall, upon the termination of said thirty (30) days, become and thereafter remain the property of the Lessor.

**Removal of
Lessee's
Property.**

**Successors
and Assigns.**

Section 10. It is further agreed that by the word "Lessee" is meant the party or parties of the second part herein and signing this agreement, and his, its, or their heirs, executors, administrators, successors or assigns, and that all of the terms and conditions of this agreement shall inure to the benefit of the Lessor, and its successors and assigns, or any railroad company whose line of railroad the Lessor may be operating under any arrangement of any kind or nature whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, the day and year first herein written.

**OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY,**

Witness:

By

Its General Manager.

Witness:

**THE CITY OF PORTLAND, acting by
and through its Commission of
Public Docks**

By

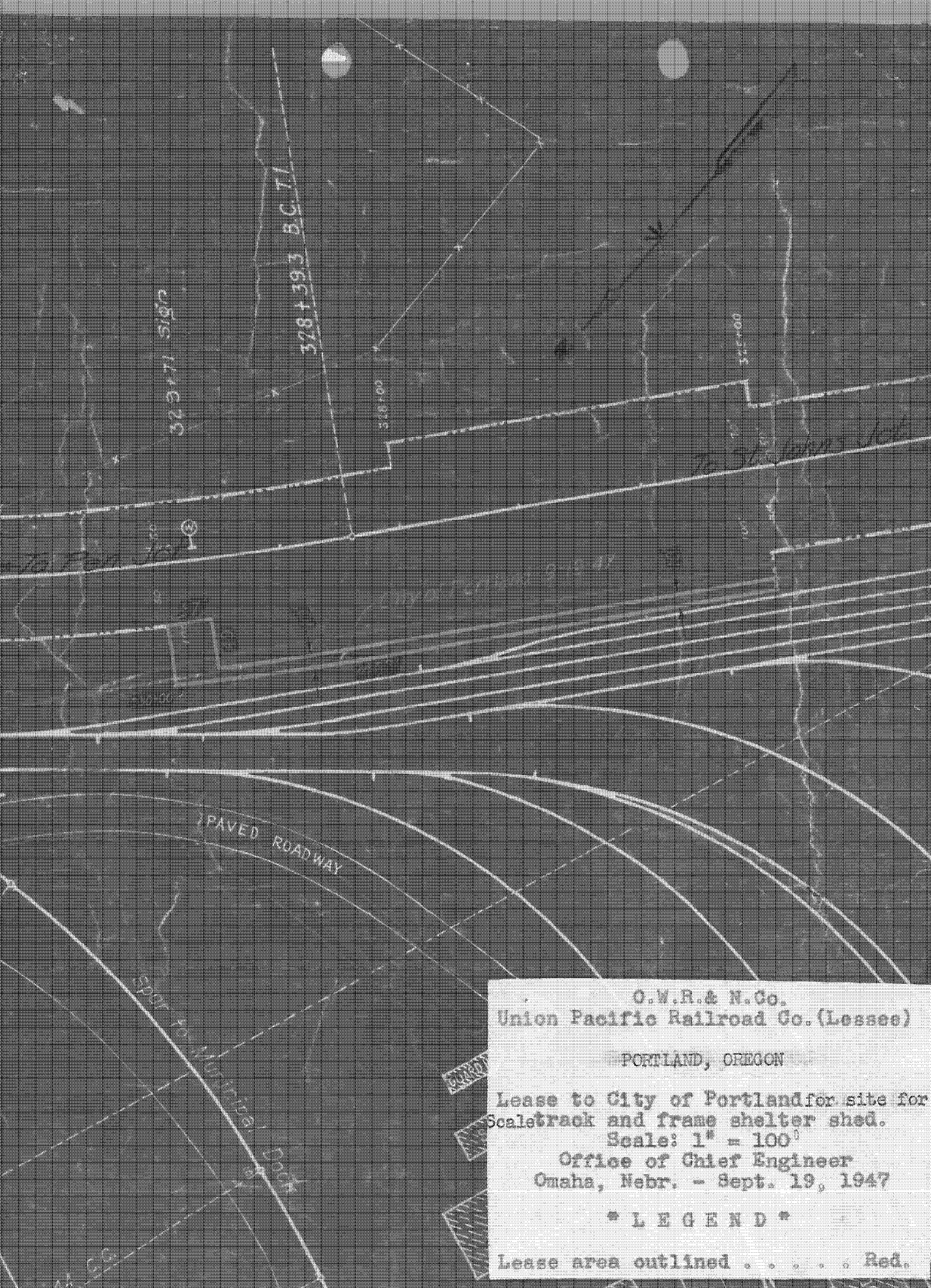
Chairman

Attest:

Secretary.

APPROVED AS TO FORM

George O. Leach



O.W.R. & N. Co.
Union Pacific Railroad Co. (Lessee)

PORTLAND, OREGON

Lease to City of Portland for site for
Scale track and frame shelter shed.

Scale: 1" = 100'

Office of Chief Engineer
Omaha, Nebr. - Sept. 19, 1947

* L E G E N D *

Lease area outlined Red.

2-19
Jesse Thomas

cert #

(Knox Pacific)
RPO

dated 10/30/47

alt 4/1/47

typ ~~10/30/47~~ 11/3/56

curved

Woodward Lamp
Woodward Thomas
100000